



# Credit Services

121 Bannister Road  
Canning Vale  
Western Australia 6155  
**Telephone: (08) 9334 4670**  
**Facsimile: (08) 9334 4954**

Postal Address:  
PO Box 1408  
Canning Vale  
Western Australia 6155

## SOLE TRADER OR PARTNERSHIP ONLY

(where Customer is a business conducted by individuals)



*With Compliments* .....  
(Sales Representative)

When complete, lodge this application direct to BGC Credit Services (address above). If this application is accepted, notification from the Credit Manager will advise you of the trading companies and their business(es) which is/are authorised to extend credit to you. No further credit application will be required when other trading entities (listed right) are approached for credit facilities, however this request should be made in writing, detailing the entity and estimated credit required. Each trading company and their business has the right to grant or refuse credit facilities.

### APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT

Please indicate accounts required from list below.

#### Supply Companies and Divisions

BGC Australia Pty Ltd  
A.C.N. 005 736 005  
trading as:  
BGC Asphalt  
BGC Bricks  
Brikmakers  
BGC Cement  
BGC Concrete  
BGC Fibre Cement  
BGC Plasterboard  
BGC Insulation  
BGC Plant  
BGC Plumbing  
BGC Quarries  
BGC Roofing - Metal Roof Division  
Harmony Roof Tiles  
BGC Siteworks  
BGC Steel  
BGC Contracting Pty Ltd  
A.C.N. 008 766 407  
trading as  
BGC Contracting  
BGC Transport  
Buckeridge Nominees Pty Ltd  
A.C.N. 008 849 581  
trading as  
Affinity  
Lisson Nominees Pty Ltd  
A.C.N. 008 872 857  
trading as  
BGC Builders Supplies

#### Affiliated Companies

Cromlech Pty Ltd  
A.C.N. 008 909 304  
Esther Investments Pty Ltd  
A.C.N. 004 459 536  
Homestyle Pty Ltd  
A.C.N. 008 783 248  
Seabank Investments Pty Ltd  
A.C.N. 052 549 450  
Commodore Homes (W.A.) Pty Ltd  
A.C.N. 063 492 526

The trading companies and their business(es) may vary from time to time as the context requires. An updated list of the companies and their trading business is available upon request to the Credit Manager.

TO: **BGC** (as defined in the Conditions)

The Applicant named in paragraph 1 below hereby applies for a 30 Day Credit Account. This Application is deemed to be to each of the trading companies and their business(es) comprising the BGC.

**[PLEASE READ THIS APPLICATION, THE NOTES AND THE TERMS AND CONDITIONS CAREFULLY]**

**NB.** IT IS IMPORTANT THAT ALL INFORMATION IS SUPPLIED, AS AN INCOMPLETE FORM MAY DELAY A DECISION. IF PREFERRED, CERTAIN CONFIDENTIAL INFORMATION CAN BE SUBMITTED DIRECT TO OUR CREDIT MANAGER

**PLEASE USE BLOCK LETTERS**

1. <b>TRADING NAME :</b> _____ ("the Applicant")				
(i) Is the Trading Name registered ? :	YES/NO Business Registration No. : _____			
2. <b>APPLICANT'S ADDRESS AND TELEPHONE NO :</b>				
(i) Business Address :	Postcode : _____			
(ii) Postal Address :	Postcode : _____			
(iii) Telephone No. :	Facsimile No. : _____ Mobile No. : _____			
3. <b>DATE OF FORMATION OF THE BUSINESS :</b> ____ / ____ / ____				
4. <b>TRADING DETAILS :</b>				
(i) Type of Business :	_____			
(ii) Established for :	_____ years.			
(iii) Trading Bank :	_____ Branch & Account No. : _____			
5. <b>PROPRIETOR/S ("the Proprietor") DETAILS :</b>				
<u>Surname</u>	<u>Christian Name</u>	<u>Residential Address</u>	<u>Occupation</u>	<u>Date of Birth</u>
(i) _____	_____	_____	_____	____ / ____ / ____
(ii) _____	_____	_____	_____	____ / ____ / ____
(iii) _____	_____	_____	_____	____ / ____ / ____
(iv) _____	_____	_____	_____	____ / ____ / ____
6. <b>HAS THE APPLICANT OR ANY OF THE PROPRIETOR/S REFERRED TO IN 5. ABOVE :</b>				
(i) Had any of its or their property or assets attached as a result of a court order, or had winding up proceedings instituted against it or them, or entered into bankruptcy voluntarily?	YES/NO			
(ii) Been refused credit, either individually or as a Partnership ?	YES/NO			
7. <b>LAND OWNED BY THE PROPRIETOR/S :</b>				
<u>Registered Owner</u>	<u>Address of Real Property</u>	<u>Current Value</u>	<u>Mortgages &amp; or Encumbrances</u>	
(i) _____	_____	\$ _____	\$ _____	
(ii) _____	_____	\$ _____	\$ _____	
(iii) _____	_____	\$ _____	\$ _____	
(iv) _____	_____	\$ _____	\$ _____	
(NB, If any of the land is jointly owned and the joint owner(s) is/are not listed as a Proprietor, then the joint owner(s) may be required to complete a Deed of Guarantee and Indemnity )				
8. <b>TRUST AND TRUSTEE DETAILS (if applicable) :</b>				
Does any of the Proprietor(s) act as Trustee for a Trust? If so, please complete the details below.				
(i) Name of Trustee :	_____			
(ii) Name of Trust :	_____			
(iii) Type of Trust :	_____ (Discretionary Family Trust / Unit Trust)			
9. <b>STATEMENT OF APPLICANT'S ASSETS AND LIABILITIES :</b>				
<b>Assets</b>	<b>Liabilities</b>			
Sundry debtors (short & long term)	\$ Sundry creditors (short & long term)			
Real Property (listed in paragraph 7.)	\$ Mortgage			
Plant and Equipment	\$ Business or Commercial Loans			
Motor Vehicles	\$ Personal Loans			
Household Furniture	\$ Credit Cards			
<b>Other Assets</b>	\$ <b>Other Liabilities</b>			
<b>Approximate Total :</b>	\$ _____			
Contact for Financial Statements	_____ Telephone No. _____			
10. <b>REFERENCES:</b>				
<u>Company/Individual Name :</u>	<u>Person to Contact (if Company) :</u>	<u>Phone No. :</u>		
1. _____	_____	_____		
2. _____	_____	_____		
3. _____	_____	_____		
11. <b>ACCOUNT QUERIES AND FOLLOW - UP :</b>				
Please nominate a person to contact for account queries and follow-up _____				
12. <b>ANTICIPATED AGGREGATE MAXIMUM CREDIT LIMIT REQUIRED FROM BGC :</b>	\$ _____			

## TERMS AND CONDITIONS

### 1. DEFINITIONS

In these Conditions and this Application:

**"Aggregate Maximum Credit Limit"** means that the sum referred to in paragraph 3.1 of the Conditions which is the aggregate maximum credit limit to be extended to the Applicant by BGC.

**"Applicant"** means the party or parties defined as the Applicant in the Application.

**"Agreement"** means the agreement constituted by the acceptance of this Application by BGC.

**"Authorised Representative"** means BGC's Credit Manager or such person as may be authorised by the Credit Manager from time to time;

**"BGC"** means the trading companies and their trading businesses of the Buckeridge Group of Companies (the "Companies") as varied from time to time or any of them or their assigns as the context requires, an updated list of the Companies and their trading businesses being available from the Authorised Representative upon reasonable notice and including any holding company, subsidiary or related body corporate (as the expressions are defined in the Corporations Law) of any of the companies and the successors, transferees and assignees of any one or more of the entities described herein.

**"Conditions"** means these terms and conditions.

**"Goods"** means goods ordered by the Applicant from BGC pursuant to this Agreement.

**"Services"** means services ordered by the Applicant from BGC pursuant to this Agreement.

### 2. ACCEPTANCE OF THE APPLICATION

The Application is accepted by BGC upon receipt by the Applicant of written notification given by the Authorised Representative. ("the Notification") that the Application is accepted by BGC.

### 3. CREDIT LIMIT

3.1 The Notification, at BGC's sole discretion, may state the Aggregate Maximum Credit Limit BGC will extend to the Applicant and the identity of BGC's relevant trading company and its business(es) authorised to extend credit to the Applicant.

3.2 If BGC accepts this Application, it is not obliged to extend credit to the Applicant in excess of the Aggregate Maximum Credit Limit nor is any trading company or business other than as described in the Notification required to extend credit to the Applicant.

3.3 BGC may alter the Aggregate Maximum Credit Limit upon notice to the Applicant and/or extend credit to the Applicant in excess of the Aggregate Maximum Credit Limit, in its absolute discretion.

### 4. PAYMENT OF AMOUNTS OWING

4.1 Each of the trading companies or businesses of BGC which supplies Goods and/or Services to the Applicant must provide the Applicant with a monthly statement in respect of thereof ("the Statements").

4.2 The Statements will set out the sum of:

4.2.1 the price of all Goods and/or Services purchased by the Applicant from BGC pursuant to the credit facility provided herein; less

4.2.2 amounts paid by or credited to the Applicant relating to respective previous Statements.

4.3 Goods and/or Services purchased by the Applicant during a month must be paid by the last working day of the following month ("the due date").

4.4 Any payments made by the Applicant of less than the nett amount shown on the Statements is deemed payment of the price of the Goods and/or Services which were supplied first in time, equivalent to the amount of such payment.

4.5 Time for the payment of the amounts reflected in the respective Statements is of the essence of the Agreement and if the Applicant fails to pay the amount in full by the due date in respect of any one or more Statements, BGC may :

4.5.1 treat the Agreement as repudiated by the Applicant; or

4.5.2 suspend the delivery or provision of Goods and/or Services the subject of this Agreement or any Goods or Services the subject of any other contract with the Applicant;

without incurring any liability whatsoever to the Applicant and without prejudice to any other remedies allowed by law to BGC.

4.6 In addition, and if the Applicant fails to pay the amount reflected on any statement when due, but without prejudice to the rights of BGC as provided in paragraph 4.5, the Applicant must (if required) pay interest to BGC on the outstanding amount (or part thereof) at a rate of 15% per annum, calculated from the due date to the last day of the month of actual payment of the outstanding amount.

### 5. PASSING OF RISK

The Goods are at the Applicant's risk from the time the Goods leave BGC's premises for delivery to the Applicant.

### 6. PASSING OF PROPERTY

6.1 Ownership of the Goods remains with BGC until the Applicant has paid in full the price of the Goods.

6.2 The Applicant agrees with BGC that upon delivery of the Goods the Applicant:-

(a) must store the goods separately from property belonging to the Applicant; and

(b) if the Applicant:

(i) makes produces or manufactures a new object from the Goods whether finished or not;

(ii) incorporates or mixes the Goods with other goods; or

(iii) allow the Goods to become part of other goods.

("the New Goods")

the ownership of the New Goods immediately passes to BGC at the moment of the event or single operation by which the Goods are converted into, are incorporated or mixed, or become part of the New Goods and the Applicant must keep the New Goods as fiduciary owner for BGC and must store the New Goods separately from property belonging to the Applicant unless the New Goods are part of a building, whether completed or under construction.

6.3 Notwithstanding clause 6.2 prior to paying in full the monies owing to BGC the Applicant may sell the Goods or the New Goods to a third party ("the Third Party") in the ordinary course of its business and deliver the Goods or the New Goods to the Third Party provided that:

(a) where the Applicant is paid by the Third Party, the Applicant holds the whole of the proceeds of sale on trust for BGC and must forthwith pay the proceeds, or such part thereof necessary to pay in full the moneys owing to BGC; and

(b) where the Applicant is not paid by the Third Party the Applicant must assign his claim against the Third Party, in respect of the sale of the Goods or the New Goods to the Third Party, to BGC upon notice in writing by BGC being given to the Applicant requesting such assignment.

6.4 BGC and any of its employees or agents, is hereby irrevocably authorised to enter upon any premises occupied by the Applicant in order to retake possession of any Goods for which payment has not been made pursuant to paragraph 4.3.

### 7. EXCLUSION

7.1 BGC is not under any circumstances liable to the Applicant for any economic or consequential loss, damage or other expenses whatsoever suffered by the Applicant arising out of or in consequence of any fault or defect in the Goods and/or Services (whether or not such fault or defect was caused by the negligence of BGC).

7.2 To the extent that they are capable of being excluded, any warranties or guarantees established by legislation or common law or equity and deemed to form part of this Agreement are hereby excluded.

7.3 The Conditions shall be read in conjunction with the terms and conditions of any invoice, statement or other document provided to the Applicant by BGC upon the delivery of the Goods or in providing the Service, and in the case of a conflict of interpretation, the Conditions prevail.

### 8. DEFAULT

If :

(a) the Applicant commits a breach of its obligations to BGC under the Agreement and does not remedy the default or breach within seven (7) days; or

(b) a judgement, order or encumbrance is enforced, or becomes enforceable upon any of the Applicant's property; or

(c) any bankruptcy proceedings are instituted against the Applicant (if applicable); or

(d) the Applicant becomes subject to any external administration under the Corporations Law;

- (e) a change occurs in a circumstance which is represented under the agreement to exist which in the reasonable opinion of the Authorised Representative may have a material adverse affect on the ability of the Applicant to observe its obligations under the Agreement,

then BGC may, without prejudice to any other rights or remedies which it might have, and acting through the Authorised Representative, cancel the provision of credit to the Applicant without notice and is entitled to immediate payment of the sum equal to the price of all Goods and/or Services then unpaid, together with other costs and expenses as provided in the Conditions. A document signed by the Authorised Representative as to the amount owing by the Applicant is conclusive evidence of that amount, except in the case of manifest error.

**9. REPRESENTATIONS**

The Applicant (and the Directors and Partners of the Applicant, if applicable), warrants as to the correctness of the information which it/they has/have furnished to BGC in this Application, and acknowledges that BGC has relied upon that information in determining whether or not to grant credit, and the extent thereof, to the Applicant.

**10. COSTS**

If payment is not made by the Applicant in accordance with the terms of this Agreement then the Applicant must pay all costs and other expenses of whatsoever nature (including all debt collection fees and commissions legal expenses on a solicitor/client basis) which may be incurred by BGC in recovering any sums due.

**11. CHARGE**

The Applicant hereby charges all land owned or in the future acquired by it to secure payment of all monies which are or may become owing under this Agreement and -

- (a) consents to an absolute caveat being registered by BGC at any time in respect of such land to protect its charge;
- (b) must enter into a mortgage in respect of such land immediately upon request of the Authorised Representative, such mortgage containing standard clauses prepared by the BGC's solicitors, a copy of which is available for inspection at the BGC's office, corner Cook Street and Vulcan Road, Canning Vale.

**12. SET-OFF**

The Applicant agrees and irrevocably authorises BGC to set-off against any sums which may be due to BGC under this Agreement any other sums which may be owed by any other trading companies or trading businesses comprised within the Buckeridge Group of Companies to the Applicant

**13. GENERAL**

13.1 The Agreement supersedes all prior agreements, understandings and negotiations. No terms and conditions at variance with the Conditions apply to the provision of credit, unless expressly accepted by the Authorised Representative in writing.

13.2 No waiver by BGC of any provisions of the Conditions is effective unless in writing and signed by the Authorised Representative.

13.3 If any of the Conditions is or becomes for any reason wholly or partly invalid, that Condition is to the extent of the invalidity severed without prejudice to the continuing force and validity of the remainder of those Conditions.

13.4 The Applicant is not be entitled to make any deduction from amounts owing to BGC in respect of any set off or counterclaim to be held back for retention.

13.5 The Applicant must not assign or transfer any it's rights or obligations in connection herewith to any other person whatsoever.

13.6 Any notice to be given to the Applicant is deemed to be received by the Applicant upon its being posted or sent by facsimile to the trading or registered address of the Applicant set out in the Application (or such other address as the Applicant may advise in writing from time to time) to the Authorised Representative.

13.7 This agreement is governed by and construed in accordance with the laws of Western Australia, and the Applicant agrees to submit to the exclusive jurisdiction of the Courts of Western Australia. The Applicant irrevocably waives any objection to the venue of any legal process selected by BGC.

13.8 If the Application is made by more than one Applicant, each Application is jointly and severally liable under this Agreement.

13.9 The Applicant must advise the Authorised Representative in writing not later than fourteen (14) days before a change in effective control of the Applicant or of any change or alteration of any particulars contained in this Application (if applicable). BGC (upon receipt of such advise) is entitled to review the agreement, and in its sole discretion, to terminate the Applicant's credit facilities upon seven (7) days written notice (the "Notice Period") to the Applicant. In such circumstances, BGC is entitled to payment by the Applicant of a sum equal to the cost of Goods and/or Services then unpaid by the Applicant upon expiry of the Notice Period. The Applicant shall indemnify BGC in respect of any loss arising from the Applicant's failure to so notify.

13.10 If the Applicant signs the Application as the trustee of any trust (the "Trust"), the Applicant is personally liable for the performance of all covenants contained in the Agreement, and agrees that BGC's right of recourse pursuant to this Agreement shall not be limited to the Applicant's assets but shall extend the assets of the trust.

13.11 The Applicant shall pay all duties, fees and expenses associated with the Application and the Agreement, and the registration of any caveats, withdrawal of caveats, mortgages or discharge of mortgages and stamp duty.

**CONSENT TO OBTAIN PERSONAL INFORMATION :**

The Proprietor/s agree that the BGC may seek a credit report from a credit reporting agency containing personal credit information about the Proprietor/s to assess this Application, and for that purpose may disclose personal information about the Proprietor/s as prescribed in the Privacy Act to that agency. The Proprietor/s also agree that the BGC may give to and seek from any credit providers named as references in this Application and any credit providers named in a credit report issued by a credit reporting agency personal information about the Proprietor/s credit arrangements as prescribed in the Privacy Act.

**NOTES : THESE ARE IMPORTANT AND SHOULD BE READ.**

- (i) The Conditions form part of this Application, and if this Application is accepted, an order placed by the Applicant or delivery of the Goods and/or provision of the Services to the Applicant will constitute unqualified acceptance by the Applicant of the Conditions including any Credit Limit in terms of (ii).
- (ii) The Credit Limit (if any) extended to the Applicant will be solely at the discretion of BGC.
- (iii) This Application may be accepted by BGC in the manner referred to in paragraph 2 of the Conditions and may also be accepted by BGC by the supply of goods and/or services to the Applicant on credit terms pursuant to this Application.
- (iv) The Applicant may be required by BGC to nominate a guarantor or guarantors to the Supplier's satisfaction, to secure the Applicant's obligation herein, which guarantors may be required to sign a guarantee or guarantees collateral to this Application. The Applicant agrees to pay the stamp duty in respect of such guarantee or guarantees.

**SIGNED BY ALL PROPRIETORS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_**

The Signatory(s) above warrants by his/her signature that he/she is authorised by the Applicant to make this application on its/their behalf and to bind the Applicant to this Agreement.

- 1. \_\_\_\_\_ Proprietor \_\_\_\_\_ (Print name)
- 2. \_\_\_\_\_ Proprietor \_\_\_\_\_ (Print name)
- 3. \_\_\_\_\_ Proprietor \_\_\_\_\_ (Print name)
- 4. \_\_\_\_\_ Proprietor \_\_\_\_\_ (Print name)